

U.S. Fish and Wildlife Service

Oregon State Office

*Partners For Fish and Wildlife Program*

**LANDOWNER AGREEMENT FOR RESTORATION PROJECTS UNDER  
THE OREGON PARTNERS FOR WILDLIFE PROGRAM**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between [*Landowner name(s) and mailing address(es)*]; hereinafter called Owner (s), for themselves, executors, administrators, successors, and assigns; and the U.S. Fish and Wildlife Service (2600 S.E. 98th Avenue, Suite 100, Portland, OR 97266), hereinafter called the Service.

The Service enters into this Agreement pursuant to and in accordance with Section 1 of the Fish and Wildlife Coordination Act (48 Stat/401 as amended; 16 U.S.C. 661 et seq.) and Section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. 742f(a)(4).

The signatories to this agreement will work in partnership with the Service and other cooperators to accomplish specific restoration activities for the benefit of fish and wildlife resources on their property in the [*Name*] Watershed in [*Name*] County, Oregon. The parties have a common interest in improving the current condition and/or expanding the extent of habitat on their lands, which are located in the [*1/4 Section, Section, Township, Range*], Willamette Meridian. This Agreement provides for the limited interchange of services, equipment, and funds to meet the objectives of the project. A project description, which includes the specific work to be completed, is attached hereto and incorporated herein as Attachment 1/ [*Project Name*].

The terms of this agreement will be for \_\_\_\_ years [*minimum of 10 years, preferably 15 to 25 years, amount commensurate with Service cost-share*] beginning \_\_\_\_\_, 2000, and ending \_\_\_\_\_, 20\_\_\_\_. During this \_\_\_\_-year period, the Owner(s) agree not to intentionally compromise the integrity of the restoration work and site. The Owner(s) also agree(s) to:

(1) provide reasonable property access to Service and cooperating agency/organization personnel to plan, complete, and monitor the long-term condition of the project site  
Notice shall be given to Owner(s) or designated agent(s) prior to entering the site;

(2) obtain any Federal, State, and local permits, if required, for the project; and

(3) insure that no project activities begin until notification has been received from the Service Project Manager that all applicable Federal, State, and local regulations have been met and all necessary permits have been issued.

This agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. Any party may seek termination of this agreement by providing notice in writing to the other parties that it desires the agreement to be terminated. Such termination shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to such termination. If termination is initiated by the Owner(s), the Service will be reimbursed for the portion of the costs of the restoration project provided by the Service.

This agreement does not authorize the Service to assume any ownership interest in or jurisdiction over said premises. The Owner(s) retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

Each of the parties to this agreement agrees that it will be liable for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, in connection with the performance of its obligations under this agreement, and for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the land, unless such acts or results arise from the negligent or willful acts, or omissions of the other parties to this agreement, their employees, agents, representatives, subsidiaries, or affiliates.

A change in ownership shall not change the terms of this agreement. The agreement and terms shall be in effect on the described land for the period of the agreement unless the agreement is terminated earlier in accordance with the provisions contained herein. The Owner(s) will notify the Service of changes in ownership within thirty (30) days. In the event of such transfer of ownership, the Owner(s) shall provide a copy of this agreement to the succeeding owner prior to such transfer.

Upon expiration or termination of this agreement, the Owner(s) assumes full and complete responsibility for all restoration developments made under this agreement.

[*Landowner name(s)*] guarantee ownership of the above-described land and warrant that there are no outstanding rights which interfere with this agreement.

**IN WITNESS THEREOF**, the parties have executed this Agreement on the day, month, and year last indicated:

**Landowner(s):**

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**U.S. Fish and Wildlife Service:**

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT 1:

### Project Workplan

Undertaking:

Owner(s):

Address:

City/State/Zip:

County:

Estimated Service Project Costs:

Estimated Overall Project Costs:

Projected Construction/Completion Dates:

Estimated Project Size (i.e., acres, miles etc. of propped work):

Project Description:

Monitoring and Evaluation Plan:

Owner(s)\_\_\_\_\_

Manager \_\_\_\_\_

Name:

Name:

Phone:

Phone:

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**This section to be completed at the end of the project:**

Actual Service Project Costs:

Actual Overall Project Costs:

Actual Construction/Completion Dates:

Completed Project Size (i.e., acres, miles etc. of propped work):

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
Manager